

000725

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No.

WBA6B4C53DD097953
WBA6B4C53DD097953

Year

2013

Make

BMW

Model Code

6XD

Body/Hull

4DSD

Document No.

894605C

Color

WH

Wt./Sts./Lgth.

4605

Fuel

GAS

Cyl./Prop.

8

New or Used

NEW

Type of Title

VEHICLE

Date Issued

12/07/12

Name and Address of Owner(s)

FINANCIAL SERVICES
VEHICLE TRUST

5550 BRITTON PKWY
HILLIARD OH

43026

ODOMETER READING:

00006

ACTUAL MILEAGE

00006

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____

Lienholder _____

* NO LIENS RECORDED *

* NO LIENS RECORDED *

Lienholder _____

Lienholder _____

* NO LIENS RECORDED *

* NO LIENS RECORDED *

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

ANY CHANGE OR ERASURE WILL VOID THIS TITLE -- ANY FALSE STATEMENT IS A MISDEMEANOR**SECTION I - Transfer by Owner****ODOMETER DISCLOSURE STATEMENT****Note:** This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.**Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.**

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☒ 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- ☐ 3. not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING

20261

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- ☐ Five Digits, excluding tenths
- ☒ Six Digits, excluding tenths

DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of Title)

I certify that, to the best of my knowledge, this vehicle ☐ has been or ☒ has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage: NY" on it.)

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature 		Seller's Name (Print in Full) Dale Russek		Date of Statement 11/27/14
	Street Address Financial Services Vehicle Inc. 5530 Britton Parkway Hilliard, Ohio 43026		State OH ZIP code 43026		
Buyer	Buyer's Signature 		Buyer's Name (Print in Full) BURDICK BMW		Date of Statement 11/27/14
	Street Address 5947 E circle Dr Cicero		State NY ZIP code 13039		

SECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or Out-of-State Dealer**ODOMETER DISCLOSURE STATEMENT****Note:** This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.**Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.**

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- ☐ 3. not the actual mileage. WARNING ODOMETER DISCREPANCY.

ODOMETER READING

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- ☐ Five Digits, excluding tenths
- ☐ Six Digits, excluding tenths

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature		Seller's Name (Print in Full)		
	Street Address	City	State	ZIP code	Date of Statement
Buyer	Buyer's Signature		Buyer's Name (Print in Full)		
	Street Address	City	State	ZIP code	Date of Statement

TYPE OF SALE	
<input checked="" type="checkbox"/> WHOLESALE <i>OR</i> <input type="checkbox"/> RETAIL:	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage	

New York State Department of Motor Vehicles
RETAIL CERTIFICATE OF SALE

**VEHICLE INFORMATION:**No. **47099067**

Year 2013	Make BMW	Model 6 SERIES	Body Type 4DSD	Color WH	Weight (Unladen) 4605	Fuel Type GAS	Cylinders 8	Adult Seating Capacity
Vehicle Identification Number WBA6B4C53DD097953			Lien(s) L0	Inspection Certificate Number NA		Date of Inspection NA		Inspection Station Number 7008339
Plate/Permit Number		Number of Dealer Plate Loaned N/A		<input type="checkbox"/> Lease Buyout (Insp. Not Required)		Selling Price \$ N/A		

DEALER INFORMATION (Print Name and Address)

CARRIAGE TRADERS 170 SARATOGA AVE. SOUTH GLENS FALLS NY 12803

PURCHASER INFORMATION (Print Name and Address)BALTIMORE WASHINGTON AUTO OUTLET
2747 ANNAPOLIS RD HANOVER MD 21076

Date of Sale

02/20/2014

PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership)BURDICK BMW INC
5947 EAST CIRCLE DR CICERO NY 13039

Date of Purchase

02/03/2014

ODOMETER DISCLOSURE STATEMENT

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has: ☐ 5 digits ☒ 6 digits, not including tenths☒ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."☐ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

ODOMETER READING				
2	1	2	5	0
(no tenths)				

DEALER CERTIFICATION:

I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) - (SIGN full name) <i>Barbara De Long</i>	PRINT full name of dealer or authorized rep. CARRIAGE TRADERS	Date 02/20/2014	Dealer Facility No. 7018079
PURCHASER - (SIGN full name)	PRINT full name of purchaser BALTIMORE WASHINGTON AUTO OUTLET	Date 02/20/2014	Selling Dealer NYS Sales Tax No. 14-1638813

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TYPE OF SALE	
<input checked="" type="checkbox"/> WHOLESALE OR <input type="checkbox"/> RETAIL:	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage	

New York State Department of Motor Vehicles
RETAIL CERTIFICATE OF SALE

No. **47099067**

VEHICLE INFORMATION:

Year 2013	Make BMW	Model 6 SERIES	Body Type 4DSD	Color WH	Weight (Unladen) 4605	Fuel Type: GAS	Cylinders 8	Adult Seating Capacity
Vehicle Identification Number WBA6B4C53DD097053			Lien(s) L0 NA	Inspection Certificate Number NA		Date of Inspection NA		Inspection Station Number 7008339
Plate/Permit Number		Number of Dealer Plate Loaned N/A	<input type="checkbox"/> Lease Buyout (Insp. Not Required)	Selling Price \$ N/A				

DEALER INFORMATION (Print Name and Address)

CARRIAGE TRADERS 170 SARATOGA AVE SOUTH GLENS FALLS NY 12803

PURCHASER INFORMATION (Print Name and Address)

**BALTIMORE WASHINGTON AUTO OUTLET
2747 ANNAPOLIS RD HANOVER MD 21076**

Date of Sale

02/20/2014

PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership)

**BURDICK BMW INC
5947 EAST CIRCLE DR CICERO NY 13030**

Date of Purchase

02/03/2014

ODOMETER DISCLOSURE STATEMENT

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has: ☐ 5 digits ☒ 6 digits, not including tenths

☒ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

☐ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. **WARNING: ODOMETER DISCREPANCY.**"

ODOMETER READING					
	2	1	2	5	0
(no tenths)					

DEALER CERTIFICATION:

I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.


DEALER (or authorized representative) - (SIGN full name) <i>Brian J. Long</i>	PRINT full name of dealer or authorized rep. CARRIAGE TRADERS	Date 02/20/2014	Dealer Facility No. 70180025.00
PURCHASER - (SIGN full name) <i>Baltimore Washington Auto Outlet</i>	PRINT full name of purchaser BALTIMORE WASHINGTON AUTO OUTLET	Date 02/20/2014	Selling Dealer NYS Sales Tax No. 14-1638813

PART 3 — CUSTOMER COPY

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TYPE OF SALE		New York State Department of Motor Vehicles		No. 46630436		* 4 6 6 3 0 4 3 6 *																
<input checked="" type="checkbox"/> WHOLESALE OR <input type="checkbox"/> RETAIL: <input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage		0385 RETAIL CERTIFICATE OF SALE																				
VEHICLE INFORMATION:		STK#	P255131D																			
Year	Make	Model	Body Type	Color	Weight (Unladen)	Fuel Type:	Cylinders															
2013	BMW	6XD	4DSD	WH	4,605	G	8															
Vehicle Identification Number			Lien(s)	Inspection Certificate Number	Date of Inspection	Inspection Station Number																
WBAB6B4C53D0097953			NA	NA	NA	7006386																
Plate/Permit Number	Number of Dealer Plate Loaned		Lease Buyout (Insp. Not Required)	Selling Price																		
NA	N/A		<input type="checkbox"/>	\$ NA																		
DEALER INFORMATION (Print Name and Address)																						
BURDICK BMW INC 5947 East Circle Dr Cicero, NY 13039																						
PURCHASER INFORMATION (Print Name and Address)							Date of Sale															
CARRIAGE TRADERS 170 SARATOGA AVE GLENS FALLS, NY 12803-0000							2/3/2014															
PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership)							Date of Purchase															
FINANCIAL SERVICES VEHICLE TRUST 5550 BRITTON PKWY HILLIARD OH 43026							01/27/14															
ODOMETER DISCLOSURE STATEMENT																						
Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.																						
The odometer on the vehicle described above has: <input type="checkbox"/> 5 digits <input checked="" type="checkbox"/> 6 digits, not including tenths																						
<input checked="" type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above. <input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS." <input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."																						
<table border="1"> <thead> <tr> <th colspan="5">ODOMETER READING</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>0</td> <td>2</td> <td>6</td> <td>1</td> </tr> <tr> <td colspan="5">(no tenths)</td> </tr> </tbody> </table>								ODOMETER READING					2	0	2	6	1	(no tenths)				
ODOMETER READING																						
2	0	2	6	1																		
(no tenths)																						
DEALER CERTIFICATION:																						
I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.																						
DEALER (or authorized representative) - (SIGN full name)		PRINT full name of dealer or authorized rep.		Date	Dealer Facility No.																	
Andrea Wallace		Andrea Wallace		2/3/2014	7006386																	
PURCHASER - (SIGN full name)		PRINT full name of purchaser		Date	Selling Dealer NYS Sales Tax No.																	
Cheryl Normand		CARRIAGE TRADERS Cheryl Normand		2/3/2014	1180373																	

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

TITLE COPY										KEY		SALE DATE		ENTRY NO.									
MANHEIM PENNSYLVANIA 1190 LANCASTER ROAD MANHEIM, PA 17545 (800) 822-2886 FAX (717) 665-9265										BID# 1484		2014-011-070009 JHORNBAKER		10:45:30 2/20/2014		07-0009							
NBA6B4C53DD097953										TITLE REC'D X		4933571											
VIN										TITLE NO. / STATE		INVOICE NO.											
YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG	INT	INT	R	TRN	PS	PB	AC	EW	ES	TOP	CC	EL	4X	TL	SRS	SI	RD	
2013	B M W	650I XDR 650I XDRIV AWD	4DSN	WHITE	B6													A					
TITLE ABSENT																							
ANN COND: T/A		703-963-3655 PmiV										NOTES: 0119147 OK CW											
GREEN		GUARTEE		BLUE		NO		TITLE		PSI 7		PSI 14		DECLIN		PSI		IF		CLERK		SOLD BY	
										FULL		FULL								CKM		JHP	
I, OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE, HEREBY AGREE TO PAY THE INDICATED SALE PRICE FOR THE VEHICLE DESCRIBED IN THIS VOUCHER UNDER THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO AGREEMENT ON REVERSE SIDE.										LICENSE NO.		TAB											
RELEASE 5170118 2 1484 *IF*IF*IF* BALTIMORE WASHINGTON AUTO OUTLET 2747 ANNAPOLIS RD HANOVER, MD 21076 (301) 621-2926 KHAYEYER MOLAV										BUYER PLEASE CHECK ONE <input type="checkbox"/> CLEAN (1) <input type="checkbox"/> ROUGH (2) <input type="checkbox"/> AVERAGE (3) NOTICE: • Do not re-purchase or finance without certificate of title. • Auction retains security interest in vehicle until good funds received.													
PURCHASER'S SIGNATURE (BUYER) PURCHASER MUST RETURN SIGNED COPY OF ODOMETER DISCLOSURE STATEMENT (FRONT & BACK OF TITLE IF MADE ON TITLE) TO TRANSFEROR (SELLER) OR BE SUBJECT TO CIVIL & CRIMINAL PENALTIES, INCLUDING FINES AND JAIL. Truth in Mileage Act of 1996; 48 C.F.R. 580.5 (f).										ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. <input type="checkbox"/> (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage -WARNING- ODOMETER DISCREPANCY CARRIAGE TRADERS 170 SARATOGA AVE SOUTH GLEN FALLS, NY 12803 7018079													
AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING DOCUMENT NOT VALID FOR EXPORT  Manheim NOT A RECEIPT OF PAYMENT										STATE THAT THE ODOMETER NOW READS 21250 MILES (NOTENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE. For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left. TRANSFEROR'S SIGNATURE (SELLER) ANTHONY ZAPPONE PRINTED NAME OF (SIGNOR)													
BUYER'S ADJ 2 BUYER'S ADJ BUY NET										\$ 70,000.00 \$ \$ 705.00 \$ \$ \$ \$ \$ 130.00 \$ 70,705.00 \$ 70835.00													

THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYING AND SELLING PARTIES. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO AGREEMENT ON REVERSE SIDE.

TERMS OF SALE

SELLER and PURCHASER agree to abide by all AUCTION arbitration and other policies, the Manheim Terms and Conditions, and any applicable online agreements, which are incorporated herein, as well as all policy decisions of AUCTION management.

PURCHASER and SELLER agree that these Terms of Sale, including those on the front, shall be of the same force and effect as though personally signed by them even though they may have only provided their customer identification number, AuctionACCESS card electronic consent, or other authorized signature.

Any adjustments or rejections must be made prior to settlement. The Vehicle must be paid for on day of purchase, or this sale may be considered null and void at AUCTION'S discretion.

SELLER and PURCHASER agree that AUCTION is not a bailee and is not responsible for loss or damage to the Vehicle or related items while on AUCTION premises or during transport. AUCTION may charge a reasonable daily storage fee of up to \$25 per day should the Vehicle be left on AUCTION premises.

SELLER and PURCHASER agree that AUCTION and its affiliates retain the right to cease doing business with either of them, or their agents, in each case as AUCTION or its affiliates see fit. SELLER and PURCHASER further agree that AUCTION may disclose any information regarding this transaction to affiliates or third parties as AUCTION sees fit.

Title to the Vehicle does not pass to PURCHASER until good funds are received. PURCHASER grants AUCTION and its affiliates a security interest in the Vehicle to secure payment of the purchase price and of any other debt owing from PURCHASER or its affiliates to AUCTION or its affiliates. PURCHASER agrees AUCTION may resell the Vehicle, if repossessed, at a regular AUCTION sale or through any affiliated sale, including Manheim's online sales channels.

PURCHASER agrees: (i) to purchase the Vehicle for the purchase price shown; (ii) before settling for the Vehicle, to check the serial and/or engine numbers on the Vehicle with those on the title and to check the actual condition of the Vehicle with its description and with the recommendation, if any, when offered for sale; (iii) not to resell the Vehicle until good funds have been transmitted to AUCTION; (iv) upon making settlement in cash or by check or draft in lieu of cash, to consider the transaction a fully consummated cash transaction for present consideration; (v) that no stop payment of PURCHASER'S check to AUCTION shall be honored; (vi) that any stop payment order of a check/draft or giving a check/draft which is returned unpaid shall be deemed by the parties to be evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction; (vii) that AUCTION may deposit any check or draft immediately upon receiving it, regardless of whether the Vehicle's certificate of title has been submitted by SELLER or whether AUCTION has agreed to hold the check or draft pursuant to a float arrangement; (viii) to make any claim of defects in the Vehicle with SELLER, which shall be solely responsible for those claims, and to immediately notify AUCTION pursuant to its policies; (ix) that PURCHASER will remove the Vehicle from AUCTION'S premises immediately after payment; and (x) that PURCHASER is responsible for PURCHASER'S own transportation.

PURCHASER represents to AUCTION that it is solvent, that it is a licensed motor vehicle dealer in good standing, and that the Vehicle is purchased solely for resale.

SELLER represents and promises that SELLER is the true and lawful owner of the Vehicle; that the same is free from all liens and encumbrances; that SELLER has good right and full power and authority to sell and transfer title to the same; and that SELLER will warrant and defend the same against the claims and demands of all persons whomsoever.

SELLER agrees that any amounts owing to AUCTION or its affiliates may be deducted from the proceeds due SELLER and that AUCTION may stop payment or refuse to authorize payment on any check or draft to SELLER pursuant to this right of setoff. AUCTION may hold any property of SELLER or PURCHASER in AUCTION'S possession for a reasonable period of time pending any odometer fraud, VIN-switch, or similar investigation.

SELLER acknowledges responsibility for completion and execution of the required odometer mileage statement pertaining to the Vehicle on the reverse of this invoice and/or on the certificate of title.

Upon payment to SELLER, AUCTION shall be subrogated to all of SELLER'S and PURCHASER'S rights, and SELLER and PURCHASER agree to do or sign whatever is necessary, in AUCTION'S discretion and promptly upon AUCTION'S request, to secure such rights and do nothing to prejudice them.

Time is of the essence with all duties of PURCHASER and SELLER hereunder.

LIMITED TITLE GUARANTEE

Upon full payment by PURCHASER and upon delivery of the certificate of title to PURCHASER, AUCTION, in accordance with the following terms and conditions, guarantees the title of the Vehicle to be free and clear of all liens and encumbrances as of such delivery. This limited guarantee shall last for a period of four (4) years from the date of sale as shown on the face of this invoice and applies only to stolen vehicles and mortgage liens. **The amount of AUCTION'S liability under this limited guarantee of title shall never exceed the auction sale price of the Vehicle and shall be reduced by deducting from said sale price two percent (2%) on the first of each month following the date of this transaction, with all liability of AUCTION expiring and terminating on the first day of the 48th month after the transaction.**

AUCTION'S limited guarantee of title is expressly limited to PURCHASER of the Vehicle and is not negotiable or transferable. The limited guarantee shall be void if the purchase price for the Vehicle is not paid by PURCHASER, and it does not protect against defects in the title known to PURCHASER whether or not listed as exceptions on the face of this invoice.

Whenever any claim is made by any person against the title of the Vehicle, whether by suit or otherwise, PURCHASER shall, within five (5) days after becoming aware of said claim, notify AUCTION, giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking any other steps to minimize possible loss. Any failure on the part of PURCHASER to notify AUCTION of any such claim within such five (5) day period or to cooperate in defending it shall void AUCTION'S liability under this limited guarantee.

PURCHASER shall not surrender possession of the Vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, in each case without the prior written approval of AUCTION.

On payment of any claim under this limited guarantee, PURCHASER will return the Vehicle to AUCTION, if and as requested, and execute all necessary documentation subrogating its right to recover against SELLER, or others, to AUCTION.

DISCLAIMERS AND INDEMNIFICATION

SELLER and PURCHASER agree that AUCTION is neither responsible for odometer mileage on the Vehicle nor for the information contained in the odometer mileage statement which SELLER, as Transferor, is required to complete and sign, and PURCHASER, as Transferee, is required to acknowledge.

SELLER and PURCHASER agree that all representations or disclosures concerning the Vehicle are solely the responsibility of SELLER, whether made on the block, before the sale, on these Terms of Sale, or otherwise, and acknowledge and agree that AUCTION has made no representations or disclosures whatsoever about the Vehicle.

AUCTION is merely performing an auction service and expressly disclaims all express and/or implied warranties as to merchantability, fitness, or any other matter whatsoever, other than the limited title guarantee set forth above.

SELLER and PURCHASER agree, jointly and severally, to indemnify and hold AUCTION and its affiliates harmless from and against any and all liability, loss, cost, damage, or expense, including attorneys' fees, which are in any way related to or may otherwise arise, either directly or indirectly, from the Vehicle, including, but not limited to, the purchase or sale of the Vehicle, any matters relating to odometer mileage or odometer mileage statements, any damage or condition disclosures or lack thereof, and/or any damage caused by transporters or other agents for either.

If AUCTION is required to make or defend a claim as a result of this transaction against either SELLER or PURCHASER or an agent, employee, insurer, or bonding company of either, then AUCTION shall recover, in addition to the amount of the claim and the costs incurred in the claim, reasonable attorneys' fees in an amount not less than twenty-five percent (25%) of the amount of the claim, regardless of whether suit is filed, including appellate and bankruptcy fees and costs. Interest shall accrue on the unpaid balance of any such claim at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is greater.

The Vehicle is purchased for resale in the form of tangible personal property in the regular course of business and is the sort usually purchased by PURCHASER for resale. In the event that the Vehicle is used for any purpose other than for resale, PURCHASER will pay directly to the proper taxing authorities such sale or use tax as may then be accrued and become payable. PURCHASER further certifies that it holds a retail sales tax registration certificate, license, or other permit, issued by the sales taxing authority of SELLER'S state, county, and/or country, as appropriate.

AUCTION MANAGEMENT RESERVES THE RIGHT TO VOID ANY TRANSACTION